



## Schedule of Third Party Terms

### Table of Contents

Section/Subsection	Applies to:	Page #
<b>I. Scope of this Document</b>		1
<b>II. Third Party Component Terms</b>		1-4
Open Source Components	All PTC Products	1-2
Oracle Database Components	ProIntralink OSA, Creo Elements Direct, CADDs, Optegra Products, and Servigistics Products	2
IBM Cognos Components	Windchill Products, and Warranty Analytics	2
Microsoft Components	Windchill PDM Essentials	3
Adobe Components	Windchill, Creo View, Arbortext IsoView and Mathcad Products	3
Neo Components	ThingWorx “Server” Products	3
Telerik Components	Windchill Products	3
Monotype Components	Creo Products	4
DataStax Components	ThingWorx Products	4
<b>III. Bundled Third Party Product Terms</b>		4-6
Oracle Java SE Platform Products and JavaFX	Various PTC Products	4-5
Oracle JDBC Drivers	Integrity Products, Windchill Products, Axeda Products, and Servigistics Products	5
Intellicus	Intellicus (typically purchased with PTC Servigistics Products)	5
Google	Google (typically purchased with PTC Servigistics Products)	5
Informatica	Informatica (typically purchased with PTC Servigistics Products)	6
McGraw Hill Components	Mathcad	6

### **I. Scope of this Document**

This document addresses terms and conditions applicable to Third Party Components and Bundled Third Party Products. These terms are defined in the PTC Customer Agreement or other license agreement between the parties (the “License Agreement”), but generally Third Party Components are software components that PTC includes in the Licensed Products, and Bundled Third Party Products are software components or items that PTC makes available as a convenience to Customer. In most cases, Customer would be able to obtain, or may have already obtained, licenses to Bundled Third Party Products directly from the vendor or licensor.

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Customer consents to PTC’s providing information about Customer (including without limitation identity, address and number of licenses ordered) to third party software providers for purposes of verifying the royalties PTC pays to the providers.

### **II. Third Party Component Terms**

Third Party Components may not be used apart from the Licensed Products of which they are components.

#### **1. Open Source Components**

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## 3. IBM Cognos Components

The following use restrictions apply to the Business Reporting functionality:

- (i) Each license of Windchill (i.e., PDMLink and add-on modules such as MPMLink and RequirementsLink) and each license of PTC’s Servigistics “Warranty Analytics”, “Service Center” and “i” products (i.e., iService, iOwn, iParts and iSupport) includes a license to use the base Business Reporting functionality to: (a) select reports, view reports and set personal preferences (for languages, time zones etc.); and (b) run and schedule reports created by a person using Windchill Business Reporting Author, or created by any of the means of report generation which are consistent with these use restrictions, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive notifications, and (c) use the Business Insight to create interactive dashboards. One license may also be used for Administration of the Business Reporting Software, with the additional permission to setup, deploy, configure and manage the Business Reporting software and components within the Customer’s environment, use the Framework Manager to define and publish metadata.
- (ii) A “Windchill Business Reporting Author” license allows for the same functionality as clause (i) above, except that, in addition, the Customer may permit the specified number of Registered Users to use the Business Insight Advanced, Query Studio and Report Studio module and functionality and to model metadata via the Framework Manager.
- (iii) A “Windchill Business Reporting Monitor” license means the Customer may permit the specified number of Registered Users to use the Event Studio module.

Customer is required to configure the Business Reporting functionality to ensure that each user will be restricted from using any reporting functionality other than that licensed, as specified above.

#### 4. Microsoft Components

Windchill PDM Essentials includes SQL Server components from Microsoft. Use of SQL Server components are subject to the following terms: Customer may not use PDM Essentials in any application or situation where the product's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. Customer agrees that Microsoft is not providing any (and has disclaimed any and all) warranties and that Microsoft shall have no liability (whether direct, indirect, incidental or consequential) to Customer in connection with Customer's use or installation of PDM Essentials, to the extent permitted by applicable law.

#### 5. Adobe Components

The Adobe PDF Creation Add-On embedded in certain PTC products may include various applications, utilities and components, may support multiple platforms and languages and may be provided to Customer on multiple media or in multiple copies. Nonetheless, such software is designed and provided to Customer to be used as a single product. Customer is not required to use all component parts of such software, but Customer may not unbundle the component parts of such software for use on different computers. Customer may not unbundle or repackage such software for distribution, transfer or resale.

Customer shall not use the Adobe software for the purposes of document encryption, usage controls, or optical character recognition and any other functionality not permitted in the License Agreement.

The creation of a PDF file using the AEM Forms software as permitted ("PDF Generation") will be used for the sole purposes of publishing documents to PDF under Windchill control for the sole purpose of and use within the view/print/watermark and collaboration functions within Creo View. Within this limited PDF Generation use case described above, the Adobe InDesign Server CC component shall only be accessed or executed through the Adobe Experience Manager Forms component and shall only be used for the generation of PDF format documents from pre-existing Adobe Illustrator format files or Adobe Photoshop format files. The Adobe InDesign Server CC component shall never be executed or accessed on a standalone basis or directly by the Customer or Authoring-capable Users. Authoring-capable Users is defined as a user who is authorized (based on the license type purchased) to create PDF documents using the PDF Generation functionality, which may be triggered either manually through a direct instruction to Windchill, or automatically through submission of a document to Windchill by such Customer, which is then automatically converted.

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The Adobe Acrobat software that is included as part of the Creo View PDF Collaboration Option in versions prior to version 10.0 may not be used other than as an embedded component within Creo View.

The Adobe Acrobat, LiveCycle PDF Generator and Reader Extensions software that is included as part of the Creo View PDF Adapter in Windchill 10.0 may not be used other than as embedded components within the Windchill/Creo View PDF publishing products.

#### 6. Neo Components

PTC's ThingWorx "Base Fee" and "Additional Server" products typically include a Neo Enterprise Server graph database component (the "Neo Components") embedded therein. Customer acknowledges that the vendor, Network Engine for Objects in Lund AB ("Neo Technology"), makes no warranties to any person or entity with respect to the Neo Components or any derivative works thereof, or any services, and disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. In no event, including under any breach of agreement, warranty or representation, or otherwise, shall Neo Technology have any liability to Customer, and Neo Technology will not be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of or relating to the Neo Components (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort (including negligence), even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for fails of its essential purpose. Any dispute between Customer and Neo Technology shall be governed by Swedish law and resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce in Stockholm, Sweden.

#### 7. Telerik Components

Customer may not use the Telerik Components in PTC's products in design-time without acquiring a Developer license therefor from Telerik.

8. Monotype

Customer may not convert the Monotype font software programs contained in PTC products ("Monotype Software") into a different format. Customer may not alter or modify the Monotype Software in any manner which results in the Monotype Software having different or enhanced functionality than when it was delivered to Customer as part of the PTC product.

9. DataStax

Customer shall not and shall not permit others under its control to: (1) use the software, data, and other materials made available to Customer by DataStax ("DataStax Software") for uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the DataStax Software could lead to death, personal injury, or environmental damage; (2) use the DataStax Software to create, deliver training on, improve (directly or indirectly) or offer a substantially similar product or service; or (3) use the included ODBC driver to connect to other distributions of the components of the DataStax Software. If Customer provides any suggestions or feedback regarding the DataStax Software, DataStax Support, and/or other DataStax Services, then DataStax may use that information without obligation to Customer, and Customer hereby irrevocably assigns to DataStax all right, title, and interest in that feedback or those suggestions. Customer agrees that its purchase of DataStax licenses and support is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by DataStax, including any roadmaps or target release dates, with respect to future functionality or features. Customer agrees not to distribute, sublicense, or otherwise make available the DataStax Software on a standalone basis.

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Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

Customer may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun", "oracle" or similar convention as specified by Oracle in any naming convention designation.

Customer may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI.

In the event that Customer creates an additional class and associated API(s) which (i) extends the functionality of a Java platform and (ii) is exposed to third party software developers for the purpose of developing additional software which involves such additional API, Customer must promptly publish broadly an accurate specification for such API for free use by all developers.

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